

**ADDENDUM NO. 2 – #7 REVISED**

**AGREEMENT FOR [MONEY COUNTING,] [BANKING] [ARMORED CAR SERVICES]  
FOR BOTH THE NEW JERSEY TURNPIKE AND  
THE GARDEN STATE PARKWAY**

THIS AGREEMENT, dated \_\_\_\_\_, 2011, and effective \_\_\_\_\_, 2011, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey with its principal offices located at 581 Main Street, Woodbridge, New Jersey 07095 (the "Authority"), and \_\_\_\_\_, with its principal offices located at \_\_\_\_\_ (the "Contractor")

WHEREAS, the Authority requires the services of an entity to perform [banking,] [money counting,] [armored car services] for both the New Jersey Turnpike and the Garden State Parkway;

WHEREAS, the Authority has competitively solicited for an entity with adequate staff and experience to perform the aforementioned [money counting,] [banking] [armored car services] through the issuance of a Request for Bids dated July 2011 ("the RFB");

WHEREAS, the Contractor is an organization proficient in the field of [money counting,] [banking] [armored car services] and has submitted to the Authority a Bid dated \_\_\_\_\_ (the "Proposal"), responding to the RFB, which has been reviewed by the Authority and found to be the lowest responsive proposal among those submitted;

WHEREAS, the Authority and the Contractor wish to enter into an Agreement pursuant to which the Contractor shall provide the aforementioned [money counting,] [banking] [armored car services] to the Authority.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS.

(a) "Authority" shall mean the New Jersey Turnpike Authority as established in accordance with N.J.S.A. 27:23-1, et. seq.;

(b) "Services" shall refer to the money counting, banking and armored car services in accordance with the Authority's RFB dated July 2011 (a copy of which is attached as Exhibit A and made an integral part hereof), any addenda thereto, and the Proposal, dated \_\_\_\_\_ (a copy of which is attached hereto as Exhibit B and made an integral part hereof) in response to the RFB;

In addition to the above terms, any other terms defined in the RFB shall have the same definition and meaning if used herein.

2. PROFESSIONAL SERVICES. The Contractor agrees that the Services to be performed hereunder shall be those specified in the RFB, any addenda thereto, and the Proposal. Should any ambiguity or conflict exist between the RFB and/or the addenda thereto, and the Proposal in the interpretation, scope or content of the Services, the terms and conditions of the RFB and addenda shall take precedence.

3. STANDARD OF CARE. The Chief Financial Officer may disapprove any item of Service by the Agreement that is not in accordance with the requirements of the Agreement or the standard of care of the Contractor as set forth herein. The Contractor represents and warrants that it shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the kind of services hereunder and practicing in the same or similar locality at the same time. In the event of nonfulfillment of the foregoing warranty, the Contractor, at the request of the Authority made at any time, in writing, during the term of this Agreement and after the Authority's acceptance (by use) of any Services, shall promptly perform such corrective services (within the original scope of work) as may be necessary to conform to the foregoing warranty; provided further however, that the Chief Financial Officer shall have the right throughout the term of the entire Agreement to review the Contractor's work and request changes and corrections so that the Services of the Contractor conform to the requirements of this Agreement and standard of care. All costs incurred by the Contractor in performing any corrective services shall be borne by the Contractor.

4. COMPENSATION. The authorized amount of compensation to be paid to the Contractor under this Agreement shall be \_\_\_\_\_, as set forth in the cost schedule in Section \_\_\_\_ of the Proposal.

5. TERM. This Agreement shall be in effect for (3) three years with the option to extend for two additional one-year terms at the Authority's discretion and Contractor concurrence.

6. TERMINATION. The Agreement may be terminated by the Authority at any time for inadequate or improper performance, or for breach of any terms, conditions, or obligations of the Agreement by the Contractor, as determined by the Authority, or if the Contractor shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or if an involuntary petition in bankruptcy is filed against the Contractor and the act of bankruptcy therein alleged is not denied by the Contractor, or if denied, is found by a court or jury. Further, the Authority reserves the right to terminate the Agreement for any reason provided written notice has been given to the Contractor at least thirty (30) days prior to such proposed termination date.

The notice of termination shall be in writing, and shall be effective upon receipt by the Contractor. Upon termination, the Authority shall be liable only for payment for goods or services properly delivered or performed in accordance with the Agreement. The Authority shall have the right to purchase non-delivered goods, to replace defective goods or services on the open market and hold the Contractor liable for the difference between the price set forth in the contract for such goods or services and the prices paid on the open market, or pursue any other right available by law. In addition, the Authority shall have the right, without the necessity of court proceedings, to recover all equipment, material or supplies that are the property of the Authority and have been entrusted with the Contractor to be used in the performance of this Agreement. Nothing in this paragraph is intended to limit the Authority's right to legally pursue all costs which exceed the amount due and owing the vendor under said contract. The list of remedies in this paragraph is not exclusive.

7. FORCE MAJEURE. Neither party shall be liable for any delays or failure in performance due to causes beyond its control, including but not limited to, acts of any government, war, natural disasters, strikes, civil disturbance, fires, equipment failure or failures of third parties to provide (or delays in so providing) equipment, software or services that without fault of the party precludes its performance hereunder. The parties shall act, to the extent reasonably possible, to minimize any such delays. In the event either party is subject to delays due to such a cause for more than sixty (60) days, either party may, at its option, terminate this Agreement, upon 10 days prior written notice, for convenience.

8. RIGHT TO AUDIT. In connection with the exercise of the privileges granted hereunder, the Contractor shall set up, keep, and maintain in accordance with accepted accounting practice during the term of this Agreement and any extensions thereof and for seven (7) years after expiration, termination, or revocation date thereof, records, payroll records and books of account (including records of original entry and daily forms) recording all transactions of the Contractor, at, through or in any way connected with or related to the Services provided hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, and such additional information as the Authority may from time to time and at any time require. The Contractor shall permit, without prior notice, during ordinary business hours during the term of the Agreement including any extensions thereof and for one year thereafter, the examination and audit by the officers, employees and representatives of the Authority of such records and books of account of the Contractor and of any company which owns or controls the Contractor, if said company performs services similar to those performed by the Contractor.

If such audit as mentioned in the preceding paragraph requires the Authority's officers, employees and representatives to travel outside of the State of New Jersey to the Contractor's principal place of business where the Contractor's records and books are maintained, then the Contractor shall bear the additional cost of the audit.

9. INSURANCE. The Contractor shall procure and maintain at its own expense, for the entire term of the Agreement, including any extensions thereof, insurance in accordance with the requirements stated in the RFB, any addenda thereto, and the Authority's Instructions to Bidders.

To the extent that the Contractor seeks to satisfy any or all of these insurance requirements by use of a self-insured retention, self-insurance, deductible and/or a captive insurance company wholly owned by the Contractor, the Contractor shall request such authorization from the Authority and provide any and all information requested by the Authority in accordance with this request. Such authorization may be granted in the Authority's sole discretion. Should any self-insurance or deductible be incorporated within the policies, the responsibility to fund such financial obligations shall be assumed by, for the account of and at the sole risk of the Contractor.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONTRACTOR ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONTRACTOR SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED. THESE MINIMUM LIMITS SHALL NOT PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE AGREEMENT OR OTHERWISE IN LAW.

10. INDEMNIFICATION: Contractor agrees to defend, indemnify and save harmless the Authority, its Commissioners, officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorney's fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Contractor or the Authority, resulting from any act or omission or willful misconduct of the Contractor or any of its officers, agents, sub-consultants, or employees in any manner related to the Services provided under the Agreement. In the event that the Contractor fails to defend, indemnify and save harmless the Authority, its Commissioners, officers, employees, and agents, and each and every one of them, in accordance with this Section, any money due to the Contractor under and by virtue of the contract as shall be considered necessary by the Authority may be retained by the Authority and held until any and all liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

11. EEO/AFFIRMATIVE ACTION. The Contractor shall comply with all applicable anti-discrimination laws, including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1, et seq., and N.J.S.A. 10:5-31, et seq., P.L. 1975, c. 127, and shall not discriminate against any person or persons on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

In addition, the Contractor agrees to complete the appropriate forms as Attachments to this Agreement:

- (1) Mandatory Language for Goods, Professional Service and General Service Agreements.
- (2) AA-302 Form - State of New Jersey Affirmative Action Employee Information Report.

If the Contractor, however, maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in lieu of the AA-302 Form.

12. DIVISION OF REVENUE REGISTRATION. Pursuant to the terms of N.J.S.A. 52:32-44, the Contractor is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. No agreement shall be entered into by the Authority unless the Contractor first provides proof of valid business registration.

13. CONFIDENTIALITY.

- (a) The Contractor agrees that any and all documents and materials received from the Authority, its Chief Financial Officer and agents under this Agreement that were not otherwise publicly available or independently developed by the Contractor (the "Documentation") are and shall be treated as confidential property.
- (b) The Contractor shall exercise all reasonable efforts to safeguard the confidentiality of all of the Documentation.
- (c) The Documentation may not be in any way disclosed to others or used by the Contractor in whole or in part, other than in the ordinary course of business to service this Agreement, without the prior written permission of the Authority, except that the Contractor may disclose any Documentation

to any governmental agency or any regulator having jurisdiction over the Contractor. The Contractor agrees to indemnify the Authority in connection with any failure of the Contractor, its employees or agents to comply with its obligations under this Section. The obligations of this Section shall survive the termination, expiration or rescission of this Agreement.

14. NOTICES. Any notices to the Authority under the terms of this Agreement shall be in writing and addressed to:

Donna Manuelli, CFO  
New Jersey Turnpike Authority  
581 Main Street  
P. O. Box 5042  
Woodbridge, New Jersey 07095

With a Copy to: Director of Law  
New Jersey Turnpike Authority  
581 Main Street  
Woodbridge, New Jersey 07095

Any notices to the Contractor under the terms of this Agreement shall be in writing and addressed to:

15. PERSONAL LIABILITY. In carrying out the provisions of this Agreement, or in exercising any power or authority granted it by its position, the Contractor agrees that neither the members of the Authority nor any officer, agent or employee of the Authority shall be personally charged by the Contractor with any liability.

16. APPLICABLE LAWS. The Bank shall perform the Services in compliance with all applicable Federal, State, and Local laws, ordinances, rules, regulations and orders.

17. GOVERNING LAW. The terms of this Agreement shall be governed by and construed under the laws of the State of New Jersey. Any action brought by either party involving any dispute related to this Agreement shall be brought only in the Superior Court of the State of New Jersey.

18. INDEPENDENT PARTIES. Neither party shall be considered or hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other.

19. ASSIGNMENT. This Agreement, or any part thereof, shall not be subcontracted or assigned by the Contractor without the specific prior written permission of the Authority. Any attempted assignment without such prior permission shall be null and void.

20. FOREIGN CORPORATION. The Contractor agrees that, if applicable, it shall register as a "Foreign Corporation" with the Office of the Secretary of State of New Jersey, designating a resident agent for the service of process and shall provide written proof of such registration prior to the Authority's execution of this Agreement.

21. INTEGRATION. This Agreement, together with Exhibits A and B, and the Standard Terms and Conditions found in the Authority's Instructions to Bidders, constitutes the entire agreement between the parties and supersedes all provisions,

agreements, promises, representations, whether written or oral, between the parties with respect to the subject matter herein.

Should any ambiguity or conflict exist among this Agreement, Exhibit \_\_ (the RFB and any addenda thereto), Exhibit B (the Proposal), and the Instructions to Bidders in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall control according to the following hierarchy:

1. the Agreement;
2. Exhibit A (the RFB and any addenda thereto);
3. Exhibit B (the Proposal);
4. Instructions to Bidders.

22. PARTIES BOUND. This Agreement shall be binding upon the Contractor and the Turnpike Authority, their respective successors and assigns.

23. SEVERABILITY. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever; then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision did not exist herein.

24. NO WAIVER: Failure by either party to exercise any right or demand performance of any obligations under this Agreement shall not be deemed a waiver of such right or obligation.

25. CODE OF ETHICS. The Contractor is advised that the Authority has promulgated a Code of Ethics pursuant to the laws of the State of New Jersey, a copy of which has been previously provided to the Contractor. By entering into this Agreement, the Contractor agrees to be subject to the intent and purpose of said Code and to the requirements of the Executive Commission on Ethical Standards of the State of New Jersey.

26. SECTION HEADINGS. The Section headings herein contained have been inserted only as a matter of convenience or reference and in no way define, limit or describe the scope or intent of any terms or provisions of this Agreement.

**IN WITNESS THEREOF**, the parties have caused their duly authorized representatives to execute this Agreement and to affix their respective corporate seals on the day and year first above written.

ATTEST:

**NEW JERSEY TURNPIKE AUTHORITY**

\_\_\_\_\_  
Sheri Ann Czajkowski  
Assistant Secretary

By:\_\_\_\_\_  
Veronique Hakim  
Executive Director

[Corporate Seal]

Approved by the Law Department

\_\_\_\_\_

ATTEST:

**[COMPANY].**

\_\_\_\_\_  
[Name]  
[Title]

By:\_\_\_\_\_  
[Name]  
[Title]

[Corporate Seal]